

GENERAL CONDITIONS OF PURCHASE

ARTICLE 1: Definitions

The following terms, when the first letter is capitalized, will have the meanings defined hereunder or in the dedicated article, as the case may be:

"Affiliated Company(ies)" mean(s) any company which is, either directly or indirectly, controlled by, or under common control of respectively the Supplier or SANOFI (RCS Paris 395 030 844). For the purposes hereof, control means the direct or indirect ownership of more than fifty percent (50%) of the equity or more than fifty percent (50%) of the voting rights.

"Applicable Laws" mean all laws, regulations, professional standards, regulatory policies, licenses, good laboratory/clinical/industry/distribution/manufacturing practices (GxP) which are in force from time to time during the term of the Order, including any amendment to any of them and which apply to the subject matter referenced in this Order.

"Client or Sanofi" means, as relevant, Sanofi-Aventis (Suisse) SA, Sanofi international AG and Sanofi Gestion SA or any SANOFI's Affiliated.

"Confidential Information" means any data and/or information of any kind whatsoever, whether or not labeled as confidential, that relates or refers to the Order, or to the Client's or the Supplier's business activity and that is disclosed directly or indirectly by a Party to the other, or otherwise obtained by a Party from the other as a result of negotiating or completing the Order, either directly or indirectly, in writing, orally, electronically, visually or in any other form.

"Day(s)" mean(s) any calendar day of the year.

"Deliverable(s)" mean(s) all materials specifically created, generated, designed, prepared or developed by the Supplier for the Client, and designated as a Deliverable under an Order, including, but not limited to, any design, database, file, document, training material, data, report, note, study or analytical

document, minutes or report, final report, creative idea delivered as part of the strategic ideation phase and/or the creative phase of any project, trademark, digital development, specifications, update and version installations of programs and/or interface designed, created, submitted, developed, written in object code or source code by the Supplier specifically for the Client, whether or not protected or capable of being protected by intellectual property Applicable Laws, including developments, adaptations, improvements and modifications made by the Supplier to the Pre-Existing Elements of the Client, and delivered to the Client under the Order, and any IPR related to thereto.

"IPR" means, as standing for Intellectual Property Rights, (i) any right arising out of or relating to patents (including the rights to patentable or non-patentable inventions, discoveries, know-how, trade secrets and other Confidential Information), designs, trademarks (and service marks, distinctive signs such as, logos, trade or business names, brand names, company names, shop signs, domain names and URLs), copyrights (including author's rights) and neighboring rights, rights to any software in object code or source code, rights to databases), (ii) any registration or application to register, renew and/or extend any of these rights, and (iii) all other intellectual property rights, registered or not, susceptible of being registered or not, existing in any country, as well as the goodwill relating thereto.

"Notice" means a prior notification of any nature and/or format whatsoever (e.g. registered letter, email) that is sent by a Party to the other in writing with an acknowledgement of receipt.

"Order(s)" mean(s) any purchase Order issued by the Client to the Supplier stating, at minimum, the description of the Services or Products, as the case may be, and any relevant associated information.

"Party(ies)" mean(s) individually either the Client or the Supplier, as the case may be, or collectively both of them, as applicable.

"Personnel" means, in relation to the Supplier, any of its (i) employees (ii) individual consultants under its responsibility or (iii) those of its providers, authorized agents or subcontractors (including Supplier's Affiliated Companies) assigned to the provision of the Services or Products; and, in relation to the Client, any of its (i) employees (ii) contingent and/or temporary workers and/or (iii) individual consultants under the Client's responsibility.

“Pre-Existing Element(s)” mean(s) any technology, know-how, design, database software, data, invention, copyright, algorithm and computer source code information, material, document, Product owned, or any other element in any form whatsoever developed by a Party or licensed to it by Third Parties before or completely independently from the performance of the Order, whether or not patentable, patented, protectable or protected by any IPR.

“Product(s)” mean(s) any product, hardware, software, equipment or goods of all kinds, including the provision of associated Deliverables, to be supplied by the Supplier as per the terms of the Order for use notably in the pharmaceutical field.

“Services” mean the services of all kinds, including the provision of associated Deliverables, to be provided by the Supplier as per the terms of the Order for use notably in the pharmaceutical field.

“Supplier” means the company, individual, entity or any Affiliated Company of said company, individual, entity which provides the Services or supplied the Products as per the terms of the Order.

“Third Party(ies)” mean(s) any company, individual or entity other than the Client, the Supplier or their Affiliated Companies.

ARTICLE 2. Purpose

The following General Conditions of Purchase are to be applied automatically and imperatively in all commercial transactions between Suppliers on the one hand, and the Client on the other hand.

The acceptance by the Supplier of the Order implies also the unconditional and unrestricted acceptance by the latter of the present General Conditions of Purchase, on the understanding that the Supplier's general conditions are not applicable or binding on the Client.

If the Order is issued during the course of the performance of a contract, the terms of the contract shall prevail in the event of any contradiction with the terms of the present General Conditions of Purchase.

ARTICLE 3: Term

The Order is valid until the total completion of the Services or the supply of the Products by the Supplier. Unlimited Orders, including tacit renewals are prohibited.

ARTICLE 4: Cancellation

The present Order may be cancelled at any time by either Party in the event of a breach by the other Party of its obligations, provided that fifteen Days have passed after a warning letter has been sent by registered delivery to this effect to the defaulting Party and the latter has not responded. At the same time, the injured Party shall be entitled to seek compensation and interest in respect of any losses that it may have suffered thereby.

The present Order may be cancelled in case of change of control of the Supplier. Control means (i) possession, direct or indirect, of the power to direct the management or policies of a person, whether through ownership of voting securities, by contract relating to voting rights, or otherwise or (ii) ownership, direct or indirect, of more than fifty percent (50%) of the outstanding voting securities or other ownership interest of such person).

Similarly, the present Order may be cancelled with immediate effect and without Notice by the simple means of a registered letter to this effect in the event of delays, the non-observance of Confidentiality, Data Privacy regulation, safety regulation, Health Safety Environment (HSE) regulation, Sanofi Ethic and Business Integrity Code and pharmacovigilance clause.

In case of cancellation of the present Order the Client shall pay the compliant Products/Services delivered up to the effective date of the cancellation of the Order and the Supplier shall transfer, return or destroy, as relevant, all data, information and /or material

ARTICLE 5: invoicing and Terms of Payment

All prices are fixed and non-revisable.

The prices shall be understood to include all Services / Products that are necessary for the performance of the Order and cover, in particular, all freight and packaging costs and all general costs including statutory charges such as value-added tax.

The Supplier will submit invoices in a single copy, only in electronic format through the preferred invoice channel(s) as defined under format through the preferred invoice

reception channel(s) as <https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date.

Submitted electronic invoices will include all elements specified by the applicable legal and tax requirements (e.g. description of the

delivered Products/Services etc.) and the ones enabling Sanofi to process them (e.g. purchase Order number etc.) as defined under <https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date.

Sending a paper duplicate is explicitly not required and may have an impact on the Supplier from the perspective of taxation. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g. paper) or that do not include all the elements referred to above will not be processed. Uncompliant invoices may be returned to the Supplier per email.

In the event that a number of Orders are delivered simultaneously, it is essential that an invoice be supplied for each order. The Client undertakes to pay the Supplier's invoices within 60 Days net of their receipt by bank transfer.

ARTICLE 6: Liability

The Supplier shall be responsible for any damage sustained, directly or indirectly, during the execution of the Order.

ARTICLE 7: Insurance

The Supplier shall maintain at its own expense, a general liability insurance, in Order to cover all financial consequences of its liability under the order. The insurance shall maintain until the full completion of the performance of the Order.

The Supplier shall at its own cost shall also maintain all necessary insurance policies for the transportation of the Products in Order to cover the value of the Order, notwithstanding any stipulation to the contrary contained in the Incoterm applied by virtue of Article 12.7 below.

ARTICLE 8: Force Majeure

Force majeure shall mean an external, unpredictable, and irresistible event (to be considered on a cumulative basis) which make it impossible for a Party to fulfill its obligations. In this situation, each Party shall be released from liability for non-performance during the event of force majeure if the force majeure event has been immediately notified by the affected Party to the other Party. The Parties have to mitigate the effects of the force majeure event and each Party has to bear its own costs and expenses incurred in connection with the force majeure event. Each Party shall also

immediately resume performance of its obligations as soon as the force majeure ceases.

If the force majeure event continues uninterrupted for six (6) months as from the notification, the non-affected Party shall have the right to terminate the Order.

ARTICLE 9: Audit

The Client or a Third Party, which has been freely appointed has the right to assess the Supplier's and subcontractor's compliance with their obligation under the Order and any Applicable Laws and regulations:

- after a reasonable Notice,
- as often it wants during the duration of the Order.

The Client shall be able to carry out physical and on-site documentation audit at any Supplier's and Supplier subcontractors' relevant sites or facilities.

The Supplier shall grant access to any information needed for the audit (including access to relevant system, documents and individuals) and shall cooperate in good faith.

The Supplier shall promptly take all appropriate measures to implement any corrective or preventive action or any Client's recommendations at its own costs.

In case of failure of remediation, this failure shall be deemed as a breach according to article 4 of the General Conditions of Purchase.

The results of the audit are considered as Confidential Information by all the Parties.

In case of regulatory inspection at the Supplier's site by an authority, the Supplier shall notify the Client within a reasonable period of time when the regulatory inspection related to the Order or may affect the performance of the Order.

ARTICLE 10: Confidentiality

The Supplier undertakes to observe strict confidentiality and not to divulge any Confidential Information relating to the Order and more generally to the Client's activities that may come to its attention directly or indirectly in written, oral, electronic or any other form, labeled or not labeled as confidential during the execution of the Order.

Confidential Information shall be protected with reasonable care and use solely as necessary to perform the Order and only during the performance of the Order. The access of the Confidential Information is strictly limited to Supplier's employees or subcontractors authorized by the Supplier. In any case, the

Supplier shall be fully liable of any breach of the confidentially.

The Supplier undertakes not to disclose any of the Confidential Information, either directly or indirectly, to any Third Party not under binder of secrecy from the Client and that for ten (10) years as from the expiration of the Order.

Upon request of the Client, at any time, upon termination of the Order, the return or destruction of Confidential Information shall be organized.

Without the written consent of the Client, the Supplier may not, at any time, quote the Client's name in its list of references, nor publish technical notes, photographs, illustrations or samples relating to the Products or Services covered by the present Order.

ARTICLE 11: Intellectual Property ("IPR")

Each Party shall retain ownership of its Pre-Existing Elements which shall be defined as any element created by a Party or licensed to it by a Third Party before or completely independently from the performance of the Order.

The Supplier shall transfer to the Client, the ownership (or the license as the case may be) of all IPR in the Deliverables, which shall include all outcomes resulting from the performance of the other (including improvement and/or modification to Client's Pre-Existing Elements), regardless of their form, nature and state of completion.

The Supplier undertakes to indemnify the Client in respect of any claims or actions brought by the beneficiary of an intellectual property right (patent, trademark, design or model etc.) as a result of its execution of the Order and throughout the lifetime of the said rights. The Supplier undertakes to indemnify the Client in respect of all costs and damages incurred as a result of court judgments in this respect, including in particular the costs of legal representation, advice and all associated costs together with compensation in respect of possible lost earnings.

ARTICLE 12: Specific provisions related to Order

12.1 Order acceptance – Order changes

Within a maximum period of 8 calendar Days from the date on which an Order is received, the Supplier shall be required to acknowledge receipt and the "unconditional acceptance" of all terms contained in the Order (including the prices) and to specify the dates for the delivery

of Products and/or the performance of Service required.

No modifications, additions or substitutions made to the terms of the Order will be accepted by the

Client unless they have been set down in writing and agreed between the Parties.

12.2 Order performance

The Supplier must comply with the terms of the Order, the Applicable Law, the professional standards and/or the good industry practice. It undertakes to have the required skills, capacity, equipment and qualified Personnel. It warrants to hold and maintain all administrative authorizations. It also guarantees that its subcontractors, if any, will comply with the same obligation.

The Supplier shall make any interruption or suspension of Order performance may have critical adverse consequences for the Client, notably for the continuity of its business. As a result, the Supplier undertakes to continue at all times the performance of the Order by all possible means (including by maintaining an up-to-date business continuity and disaster recovery plan as necessary).

12.3 Delays – Penalties

Any delays, whatever the cause, arising in the performance of an Order must be notified immediately to the Client in writing and sent to the address shown mentioned in the Order.

In the event of a delay in the delivery of Products or in the performance of Services, the Supplier shall be automatically regarded as being in arrears.

The Client shall debit the Supplier with penalties equivalent to 2% per week of delay, with a total maximum of 20%.

Payment of this penalty shall not have the effect of discharging the Supplier from the performance of its Order obligations.

In the event of a delay attributable to the Supplier, the Client shall be entitled to claim, in addition to a financial penalty, compensation and interest and specific performance of the Order. It shall also be entitled to cancel the Order and claim compensation and interest on grounds of non-performance and renounce all rights and obligations arising therefrom.

Payment of penalties and/or compensation and interest shall be made after offsetting against the value of the Supplier's invoices.

Similarly, in the event of a part delivery or a part performance, the Client reserves the right to cancel the Order, while retaining those Products already received or that part of the service

already completed and paying the corresponding price.

12.4 Information security and quality measures

The Supplier shall comply and shall procure that each of Supplier's Personnel and permitted subcontractors shall comply at a minimum with the information security and quality measures provisions currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by the Client from time to time.

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

12.5 Pharmacovigilance

Where the Order is related to a Client's Product, specific pharmacovigilance requirements will apply. In this case, the Supplier and the Client shall comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by the Client from time to time.

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

12.6 Warranties

In its capacity as specialist, the Supplier shall guarantee the faithful and meticulous performance of the Order, and, knowing the intended purpose of the Products or Services, warrant that the Products supplied and the Services provided are of the promised quality, that they comply with current standards in Switzerland and that they are free of all material and legal defects that could reduce their value or their suitability for their intended purpose.

Where Products are to be delivered, the Client undertakes to inspect all deliveries within a period of 30 Days from the date of their receipt. Should a delivery be found to contain defects, the Client shall have the choice of requiring the Supplier to remedy the defects at its cost, reducing the cost of the Order in relation to the costs of making Products / Services defects, revoking the Order or requesting a replacement delivery. A replacement delivery may be limited to the replacement of just the defective items. In any case, the Client reserves the right to seek compensation and interest.

12.7 Delivery, Transfer of Ownership and Risks

The Supplier undertakes to carry out all deliveries by the dates and to the address indicated on the Order and its failure to comply shall entitle the Client to refuse delivery of the Products or Services.

All Products are to be dispatched in a suitably protected form and in accordance with current standards and practices. The Supplier undertakes to attach all necessary documents to the consignment, in particular those relating to export customs clearance procedures.

Notwithstanding the terms contained in the Incoterm in question, the transfer of ownership and the risks shall take place with the acceptance of the delivery of the Products or the Service.

Each Order shall stipulate the Incoterm to be adopted. Alternatively, the delivery shall be understood to be "Delivery all charges paid" (DDP) to the agreed destination.

12.8 Rules applicable in the event of on-site activities

If the Supplier's Personnel are required to carry out work at the Client's premises, the Supplier shall be required to subject its Personnel or subcontractor, who will at all times continue to be its responsibility, to the same rules and regulations about the access, hygiene, safety, environment, health and/or safety of Personnel and equipment, as are applicable at the premises where the work is to be carried out. The Supplier also warrants not to cause any difficulty for or damage to other contractors working simultaneously on the Client's site. In case of breach, the Client shall be entitled to request the immediate eviction of any Supplier's Personnel or subcontractors and/or terminate the Order.

ARTICLE 13 Additional Provisions

13.1 Personal Data protection

Under this article, the Parties agree that the terms "Personal Data", "Controller", "Processor", "Processing", "Applicable Data Protection Law", "Services" and "Order" shall have the meaning assigned to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in these General Terms and Conditions or, as the case may be, in the applicable law.

Each Party shall, with regards to its own respective Processing activities for which it acts

as a Controller, comply with its own obligations under Applicable Data Protection Law.

The Parties agree that, for the purposes of performing the Order under these General Terms and Conditions, the Supplier does not process Personal Data on behalf of the Client.

However, to the extent that the Supplier processes any Personal Data on the Client's behalf within the scope of the Order or should the Supplier identify the fact that, during the performance of the Order, the Supplier is processing Personal data on Client's behalf (in such case, the Supplier shall immediately inform the Client thereof), such Processing shall be governed by the Applicable Data Protection Law and a Data Processing Agreement, provided by the Client, if any.

Where the performance of the Order under the General Terms and Conditions benefits affiliates of the Client, either directly or through the signature of any relevant documentation (e.g. statement of work, purchase order, etc.), the Parties expressly agree that each the Client affiliate shall be regarded as a Controller independently in its own right.

13.2 Global Compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals

Global Compact. Sanofi is a member of the Global Compact established by the United Nations (<https://www.unglobalcompact.org>) and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with the Client at the time of any Order are contingent upon the Supplier's respect for this same principles as well any specific code of conduct implementing such principles by the Client such as the Sanofi Supplier Code of Conduct ([Supplier Code of Conduct 2022.pdf](#)) and the Sanofi Code of Ethics (<http://www.codeofethics.sanofi/>). The Supplier undertakes to respect these principles and/or codes of conduct during the performance of the Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes the Client to assess the effectiveness of these, itself or through a third part approved by the two Parties.

Anti-Corruption. The Supplier undertakes to comply with all applicable national and international laws and regulations regarding the

prevention of and fight against corruption and influence peddling. This commitment must be extended, by the Supplier to all the third Parties to whom the Supplier may subcontract all or part of the Order. The Supplier undertakes to never propose to Sanofi employees any sum of money, gifts, loans, rebates or valuable objects.

Conflict of interests. The Supplier declares that on the proof of receipt date of the Order form formalizing the Order, no conflict of interests (hereinafter the “**Conflict of Interests**”) exists to affect or that is likely to affect the performance of the service(s) or the supplying of the Products due to these interests conflicting with their proper realization to the detriment of the Client's interests. In addition, the Supplier undertakes to declare any Conflict of Interest arising during performance of the Order. In this event, the Client shall have the right to exercise its right of termination under the conditions provided for in the General Conditions of Purchase.

Transparency. In the event applicable to the Supplier, the Client shall make public the existence of this Order together with any amounts of costs paid within the framework of the Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

Restricted Parties Screening. The Supplier shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

Conflict Minerals. The Supplier shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten (“**Initial Conflict Minerals**”) that originated in the Democratic Republic of Congo (“**DRC**”) or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 (“**Additional Conflict Minerals**”, and together with the Initial Conflict Minerals, “**Conflict Minerals**”), in the manufacturing of any Product that is implied in the performance of the Order. Notwithstanding the foregoing, if the Supplier uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Product(s), the Supplier shall immediately notify the Client, which Notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the Product(s) (including trace

amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. The Supplier must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

13.3 Environment

The Supplier shall comply with all environment protection rules and regulation relating notably to chemicals and classified facilities including, where applicable, REACH Regulation (EC 1907/2006), CLP Regulation (EC 1272/2008), BPR Regulation (EU 528/2012), IED Directive 2010/75/EU.

ARTICLE 14 Miscellaneous

14.1 Transfer – Assignment

The Supplier shall not be permitted to transfer or assign any of the rights or obligations arising under the present Order without the prior written authorization of the Client. In any event, the Supplier shall remain jointly and severally liable with the transferee or the assignee.

On the other hand, the Client shall be able to freely transfer or assign all such rights and obligations to any Third Party without the prior authorization of the Supplier.

14.2 Subcontracting

The Supplier shall not subcontract whole or part of its right or obligations arising in the present Order without the Client's prior written consent. In any event, the Supplier shall remain jointly and severally liable with the subcontractor.

14.3 Language

This document is established in French. The General Conditions of Purchase in other languages are translations. In case of discrepancies, the French version shall prevail.

ARTICLE 15: Governing Law

The present Order shall be governed by the terms of Swiss law. The application of the International Convention governing Contracts for the Sale of Goods shall be expressly excluded.

ARTICLE 16: Dispute Resolution

Any disputes arising between the Client and the Supplier that cannot be amicably resolved shall be referred to the district courts of Geneva, Switzerland, regardless of the domicile of the Parties.

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